CHECKLIST ITEM #1 RECYCLING PERMIT APPLICATION



Delaware Department of Natural Resources and Environmental Control Solid and Hazardous Waste Management Section

RECYCLING PERMIT APPLICATION

INSTRUCTION: The applicant may claim that some of the information presented in this Application is confidential. An applicant wishing to make such a claim should write, preferably in red ink, "Claimed Confidential Information" at each point in the response where such confidentiality is claimed. The applicant must provide an explanation of why the release of such information would constitute an invasion of personal privacy or would seriously affect the applicant's business or competitive situation. The confidentiality determination will be subject to the FOIA Regulation, Section 6.

BRIEF DESCRIPTION OF RECYCLING ACTIVITY OR BENEFICIAL USE PROCESS

Eco Plastic Products of Delaware, Inc. (EPPD) recycles source separated plastic bottles and bags into various products for sale. These include: picnic tables, park benches, parking blocks, bicycle racks, conduit supports, etc.

FACILITY INFORMATION Zoning: I - 40 C Industriel
Facility Name: Eco Plastic Products of Delaware, Inc. (EPPD)

18 Germay Drive

Wilmington

County: New Castle State: Delaware
Phone: 302-575-9227 Fax:

Zip Code:

Title: President, Board of Directors

Email: charliefallette @ verizon

Total Site Area (Acres): 0.68

Latitude: 39, 92 90 76

0704320027 Tax Parcel Number (s):

Expected Service Area: DE Valley

BUSINESS OWNER INFORMATION

Owner's Name: Charles Falletta

Contact Person: Charles Falletta

Address: 16 Oklahoma State Urive

Newark

State:

Phone: 302-757-5767

FACILITY OPERATOR INFORMATION

Operator's Name: James Kellev

Contact Person: James Kelley

Address: 314 Capital Trail

Phone: 443_309-0902

State: DF

Fax:

Tille: Executive Director

Zip Code: 19913

Zip Code: 197//

Email: jima ecoplasticproducts.com

OPERATING HOURS

Daily Operating Hours: 8 4
Days of Operation: 6 to 7

Daily Business Hours (Open to Public):

Number of Operating Days Per Year:



Delaware Department of Natural Resources and Environmental Control Solid and Hazardous Waste Management Section

RECYCLING PERMIT APPLICATION

ESTIMATED QUANTITIES OF RECYCLABLE MATERIAL AND PRODUCT:	
Maximum Daily Tonnage of Recyclable Material to be Accepted: 7 tow	Daily Weekly 🗵
Maximum Tonnage of Recyclable Material to be Stored (at any given time):	
Maximum Tonnage of Product to be Stored (at any given time):	
NOTE: Maximum daily and weekly tonnages must consider operating hours and o	lays specified on next page.
I certify under penalty of law, that I have personally examined and am familiar with the interpretation and all supporting documentation and that the information is true, accurate, are significant penalties for submitting falso information. Signature of applicant: Tallette	information submitted in the and complete. I am aware that there have: $4/16/2022$ hone: $302-757-5767$
Printed Name: Charles Falletta	
Title: President	mail: charlefalletta@
Company: Eco Plastic Products of DE, inc	Verizon-net
Address: 18 German Drive	
Address: 18 German Drive City: Wilmington State: DE Zip Code: 1980	4

CHECKLIST ITEM #2 COPY OF LEASE AGREEMENT

RENTAL AGREEMENT Address 18 CTE May Dr. Willing im DE 15hx Address

THIS AGREEMENT made this 16 day of November, by and between Falletta Tong Associates, herein called "Landlord," and Eco Plastic Products of Delaware, herein called "Tenant." Landlord hereby agrees to rent to Tenant the real property located in the City of Wilmington, State of Delaware, described as follows: 18 Germany Drive Wilmington, DE 19804, Commencing on the 1st day of November and monthly thereafter until the 30th day of November 2019, at which time this agreement is terminated. Landlord rents the demised premises to Tenant on the following terms and conditions:

I. Rent

Tenant agrees to pay Landlord as base rent the sum of \$6,600 per month, due and payable monthly in advance on the first day of each month during the term of this agreement. Rent must be received by 5:00 P.M. If the rent has not been received by 9:00 A.M. on the second of the month, then a seven - (7) day notice will be posted.

2. Payment of Rent

Monthly rent payments may be paid by check. Rent shall be made payable to Falletta Tong Associates and hand delivered (or sent by mail at Tenant's risk) to Landlord at 6 Meco Circle Wilmington, DE 19804. Any rents lost in the mail will be treated as if unpaid until received by Landlord.

3. Additions to Rent for Payment of Certain Utilities

Tenant will pay for water and sewer service. All other utilities will also be paid for directly by Tenant.

4. Appliances

Appliances may be included in the rental property and are the sole responsibility of the tenant to upkeep. The landlord will not be responsible for the upkeep of these appliances and does not warrant the condition of these appliances. The above rental payment specifically EXCLUDES any appliances. Such appliances as are in the property are there solely at the convenience of the Landlord, who assumes no responsibility for their operation. Landlord agrees to remove appliances at the request of Tenant. Any personal property remaining on the Premises may be used by the Tenant, however the Tenant assumes sole responsibility to keep said personal property in working and/or operating condition, and agrees to return said personal property to the Landlord at the termination of this Lease Agreement in the same or better condition, reasonable wear excepted.

5. Rental Collection Charge

Tenant hereby acknowledges that late payment will cause Landlord to incur costs not contemplated by this Rental Agreement, the exact amount of which will be extremely difficult to ascertain. In the event rent is not received prior to 5:00 P.M. on the 1st of the month, regardless of cause including dishonored checks, Tenant further agrees to pay a late charge to Landlord equal to twenty-five dollars (\$25) each week the rent is late. Neither ill health, loss of job, financial emergency or other excuse will be accepted for late payment.

6. Bad-Check Servicing Charge

In the event Tenant's check is dishonored and returned of any reason to Landlord, Tenant agrees to pay as additional rent the sum equal to thirty-five dollars (\$35) for each occurrence. This amount shall be in addition to all late fees, if check is not paid prior to the first of the month. If for any reason a check is returned or dishonored, all future rent payments will be cash or money order.

7. Use

The Tenant agrees to use the premises for those persons identified below.

Eco Plastic Products of DE, Front offices may be sublet.

By no means may Tenant allow any additional persons to occupy premise beyond limit proposed by the law. Tenant agrees to assume all responsibility for actions taken by any person entering the property. Landlord will hold Tenant solely responsible for all damages to property or for violations against this rental agreement.

8. Pets

No pet shall be brought onto the Premises (even temporarily) without the express written permission of the Landlord. If a pet has been in the Premises at any time during the Tenant's occupancy (with or without the Landlord's consent), a charge may be made for de-fleaing, deodorizing, and/or shampooing, and/or damages occasioned by the pet. Any animals on the property not registered under this Rental Agreement will be presumed to be strays and will be disposed of according to law, at the option of the Landlord.

9. Non-assignment of Rental Agreement

Resident agrees not to assign this agreement, nor to Sub-Let any part of the property, nor to allow any other person to live therein without first requesting permission from the Owner. Further, that covenants contained in this Rental Agreement, once breached, cannot afterward be performed; and that unlawful detainer proceedings may be commenced.

10. Legal Obligations

Tenant hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

11. Attorney's Cost

If court action is sought by either party to enforce the provisions of the Rental agreement, attorney's fees and costs may be awarded to the prevailing party in the court action.

12. Repair policy

The Tenant shall use customary diligence in care of the Premises. The Tenant is encouraged to treat this as their home, in that all minor repairs are expected to be performed by or at the direction of the Tenant, at the sole responsibility of the Tenant. Any and all repairs made at the direction of the Tenant shall be done by a competent professional, or by the Tenant providing that the Tenant is capable and qualified to make said repairs. All repairs shall be done in compliance with all applicable codes and regulations. Any repair that is estimated to cost more than fifty dollars (\$50) must receive permission of the Landlord prior to being made. Under no circumstances will Landlord be responsible for any improvements or repairs costing more that \$50 unless the Tenant is given written authorization to make repairs or improvements in advance. The Tenant acknowledges responsibility for any damages caused by their negligence and that of their guests or invitees.

13. Occupancy

Tenant to Maintain dwelling unit as follows:

- Comply with all obligations primarily imposed upon tenant by applicable provisions of building codes materially affecting health and safety.
- Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit.
 - 3. Dispose from his dwelling unit all rubbish, garbage, and other waste in a clean and safe manner.
 - 4. Keep all plumbing fixtures in a dwelling unit or used by the tenant as clean as its condition permits.
- Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the premises.
- Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so.
- Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.

Resident warrants that he/she will meet above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this agreement and loss of any or all deposits.

14. Security Deposit

The Tenant has deposited with, and the Landlord acknowledges receipt of, \$1.000 as a Security Deposit. This Security Deposit is to guarantee the return of the Premises to the Landlord in the same or better condition as when accepted by the Tenant, reasonable wear excepted, and to satisfy any obligations of the Tenant unfulfilled at the termination of this Lease Agreement, as specified herein. Satisfactory compliance with this section includes removing all trash and belongings of the Tenant. If any provision of this Lease Agreement is violated, the Security Deposit is forfeited. The Security Deposit is to indemnify the Landlord against damage and/or loss of value as a result of the Tenant's action, mistake, or inaction during the term of occupancy. The Security Deposit may not be applied by the Tenant as and for payment of any rent due the Landlord. Should the Tenant be responsible for damage and/or loss of value to the Premises greater than the value of the Security Deposit, the Tenant hereby agrees to reimburse the Landlord for such loss immediately upon the presentation of a bill for said damage and/or loss. The Landlord shall return the balance of said Security Deposit, if any, to the Tenant at the Tenant's forwarding address, upon vacating, return of keys to the Landlord and termination of this contract according to other terms herein agreed. The deposit will be returned within thirty (30) days after the Tenant vacates the Premises, along with an itemized statement as to the deductions, if any, from said Security Deposit. The Security Deposit must be paid in full prior to Tenants moving into building.

15. Cleaning Fee

Tenant hereby agrees to accept the property in its present state of cleanliness. They agree to return the property in the same condition or better, or pay a minimum \$250 cleaning fee to cover Landlord costs for having the property professionally cleaned. If the Landlord notifies Tenant to clean up the property at any time, and the Tenant neglects to do so, the Landlord will charge the Tenant a minimum \$250 cleaning fee.

16. Plumbing and Electricity

Tenant agrees not to put or pour any debris, grease, paper towels, Q-tips, tampons, newspaper, food, or any other matter in the sink drain or toilets. Tenant agrees to pay the ENTIRE AMOUNT on bills for all sewer cleaning services resulting from clogged pipes/sewer back-up.

Tenant must not overload electrical circuits. Only two electrical operated items may be plugged in any electrical receptacle.

17. Tenant Cooperation

Tenant agrees to cooperate with Owner/agent in showing property to prospective tenant, prior to termination of occupancy.

18. Removal of Landlord's Property

If anyone removes any property belonging to Landlord without the express written consent of Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.

19. Tenant Insurance

The Tenant agrees to hold the Landlord harmless from any liability by reason of personal injury to any person and for property damage occurring on or about or connected with the Premises or resulting from the Tenant use thereof. The Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against the Landlord. They acknowledge that if they fail to procure renters insurance, it is their responsibility and they alone shall bear the consequences.

20. Abandonment

If Tenant leaves the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Resident from returning. Landlord will also have the right to remove any property that the Residents have left behind and store it at Tenant's expense.

21. Lock Policy

No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at the Tenant's expense, before they are installed.

22. Condition of Premises

The Tenant acknowledges that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to Landlord within 3 days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

23. Inventory and Inspection Record

An Inventory and Inspection Record has been provided for the Tenant's use. Only after this has been filled out (within the three-day time limit) will the Owner take any action to complete the necessary repairs. Landlord warrants that all major systems will be functional and in good repair at time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, heater, etc., will either be in working order or will be repaired once Tenant have completed the Inspection and Inventory Record. Tenant is encouraged to report any necessary repairs, no matter how slight, in writing, but they are hereby advised the Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

24. Tenant Responsibility

Good housekeeping is expected of everyone. Tenant agrees to keep quarters clean and in sanitary condition. The Tenant agrees not to permit any deterioration or destruction to occur while they are occupying the property. They agree to maintain the walls, woodwork, floors, furnishings, fixtures and appliances (if any), windows, screens, doors, fences, plumbing, air-conditioning and heating, electrical and mechanical systems as well as the general structure and appearance of the property. Tenant agrees to follow all Landlord instructions, especially where posted.

25. Alterations

Tenant shall make no alterations, decorations, additions or improvements in or to the premises without the Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

The Tenant specifically agree that no tacks, nails, screws, etc., will be driven into the walls, nor will they be marred or torn by glue or tape. They also acknowledge that they will be responsible for and pay any damage done by rain, wind, hail, tornadoes, hurricanes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow or water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc. or any damage caused while Tenant has occupancy.

26. Maintenance of Lawns

The Tenant acknowledges that they are responsible for maintaining the lawns and landscaping and will be held liable for any damage caused by lack of water, abuse, or neglect.

27. Vehicle Policy

The Tenant agrees never to park or store a motor home, camper, trailer, boat, or any sort of recreational vehicle on the premises and to park only automobiles only on the paved areas provided. Junk cars, cars on blocks, non-functional vehicles, or unlicensed automobiles are not permitted on property. Removal will be at the expense of the Tenant. Tenant agrees that any vehicle parked on unpaved areas may be towed and stored at Tenant expense. Tenant agrees to pay for any fines resulting from a summons issued to Landlord resulting from improper parking. Tenant will be charged a three-hundred-fifty dollar \$350 court charge along with the cost of all other fines, if the Landlord is required to go to court.

The Tenant must follow rules and laws of the city Parking Department concerning parking. Tenant must obtain all necessary parking permits and information for himself and guests. Landlord is not responsible for tenant's parking needs. Off street parking is not provided by landlord, unless otherwise noted in this agreement.

28. Utilities

Tenant will be responsible for payment of all utilities, garbage, water and sewer charges, telephone, gas or other bills incurred during their residency. Tenant specifically authorizes Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement. (See section 3 for details on payment of certain utilities).

29. Roof and Termite Alert

Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity.

30. Non-Liability

The Tenant hereby states that any work or repairs that need to be done will be handled by competent professionals, unless Tenant is qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations. Tenant further state that they will be legally responsible for any mishap they either do themselves or hire others to do. Landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenant capacity, they are urged to arrange for professional help.

31. Disclosure of Landlord Agent

The Owner, Falletta Tong Associates may be represented at various times by his employees or agents, who will carry identification. Owner's address is: 6 Meco Circle Wilmington, DE 19804.

32. Validity of Lease Provisions

Any provision set forth in this Rental Agreement which is contrary to the state Residential Landlord and Tenant laws shall be treated by Landlord and Tenant as void and as if it were not set forth herein, but all other provision of the Rental Agreement shall remain in full force and effect.

33. Phone

The tenant agrees to get a phone installed in the premises as soon as possible. Landlord will be given the phone number within two working days of installation and will be notified within two working days of any future changes in the phone number. Phone Number: 302-575-9227

34. Access To Premises

The Owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services or show it to prospective residents, purchasers, mortgages, workmen, or contractors. Whenever practicable, a 24 hour notice of the Owner's intent to enter shall be given to the Resident. The Owner may also display "for rent" and "for sale" signs on the building of which the rented residence is a part.

35. Pest-Control Policy

Resident is responsible for any ongoing pest control service, if the Resident desires such a service. Owner is not responsible for any damage done to the Resident's person, or property by such pests, or to the person or property of Resident's family or any other persons on the premises.

37. City, County, or State Violations

Tenant is responsible for paying all violation fees issued against the house by the city, county or state for non-compliance to city, county or state laws. If the landlord is required to appear in court, tenant shall pay an additional \$350 fee to compensate landlord for his time.

Note: The City, Department of Inspections completes random neighborhood inspections each season. They FREQUENTLY issue violations for such items as "leaving garbage at curb on non-collection day", "did not shovel snow within 24 hours of snow storm".

38. Waiver

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All rights given to Landlord by this agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

39. Legal Binding

Tenant hereby states that they have the legal rights to sign for any and all other residents and to commit them to abide by this contract.

40. Terms

In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term Resident will include Tenant, Lessee.

41. Full Disclosure

The Tenant signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgment and he/she has received a signed copy of the Rental Agreement.

Accepted this day of Nov,	2018.
Par 1 19	Morl Fallette
, Landlord	, Tenant
Per Fellotla-Tory	
1 100	, Tenant
Associates	
	, Tenant
	, Tenant
	, Tenant

CHECKLIST ITEM #3 ZONING AUTHORITY APPROVAL



Richard E. Hall, AICP General Manager

DEPARTMENT OF LAND USE

November 28, 2018

In reply, refer to: 2017-0663-V 18 Germay Drive

Charles Falletta 6 Meco Circle Wilmington, DE 19804

Dear Mr. Falletta:

The New Castle County Department of Land Use is in receipt of your request for a verification of zoning and use for tax parcel number 07-043.20-027, which is located at 18 Germay Drive in Wilmington, Delaware.

A review of the Official Zoning Map of New Castle County indicates the subject parcel is zoned I (Industrial) which permits a variety of industrial and commercial uses, including plastics manufacturing, pursuant to Table 40.03.110 and Section 40.33.270 D of the New Castle County Code.

Please note that this property is located within a floodplain, which could potentially limit development and new construction. No variance decisions or open building or zoning code violations were found for the subject property in a search of the tax parcel information system.

A Record Resubdivision Plan for Lots 16 & 18. Germay Industrial Park (Microfilm Number 011196) was recorded in the Office of the Recorder of the Deeds for New Castle County on April 8 1992. The approval and recordation of this plan indicate compliance with the subdivision and zoning code regulations in effect at that time. A copy of the recorded plan is enclosed for your information. Any new construction or changes in use to that shown on the record plan will require compliance with current UDC regulations.

Please be advised that this letter only verifies whether the type of use that exists or is proposed on the site – to the extent you described it in your zoning verification application – is permitted, not permitted, or permitted under limited circumstances in the zoning district. This letter is not a permit and does not offer any guarantee that any other required plans, applications, certifications, or variances for your project will be approved.

If your project involves an expansion of the existing use, a change in use, alterations to the building or site, demolition, or new construction, one or more permits may be needed before you can initiate the use. The following is a summary of Department of Land Use permits, certificates, and plans that may be required for your project.

Any new use or change of use in an existing building may require:

1 Limited Use Permit If the existing or proposed use is identified as a "limited use" on the first page of this letter you will need to apply for a Limited Use Permit. This application must be accompanied by a site plan, or other supporting documentation, demonstrating that the special standards for that use are met. Refer to Articles 3 and 31 of the Unified Development code for additional information.

 Certificate of Use. To either institute a new use, or expand an existing use, in an existing building you must obtain a Certificate of Use. The Department will determine whether the building meets the building code and parking requirements for such use. Refer to Chapter 6 of the New Castle County Code (Building Code) for additional information.

Any new construction, or alteration or expansion of existing buildings and features on the site may require:

1. Major or Minor Land Development Plan. If your project will subdivide land or add more than 1,000 square feet of gross floor area, you must submit a major or minor land development plan. The plan will be reviewed for compliance with the land development criteria outlined in the Unified Development Code. During review of the plan, the Department may hold public hearings and may identify other applications, plans, studies, or permits that need to be submitted before development can commence. Refer to Article 31 of the Unified Development Code for general requirements.

 Parking Plan. If your project requires installation, expansion, or reconfiguration of a parking lot, you will need to submit a parking plan. Refer to Articles 3 and 31 of the Unified

Development Code for general requirements.

3. Building Permit / Demolition Permit / Sign Permit. If your project will involve altering or enlarging a building (including mechanical systems), demolishing all or part of a building, or installing new signs, you must obtain permits for those activities. During the review of these applications, the Department may identify other applications, plans, studies, or permits that need to be submitted before development can commence. Before the new or improved building can be inhabited, a Certificate of Occupancy must be secured from the Department. Refer to Chapter 6, Article 3 of the New Castle County Code (Building Code) for additional information.

This summary of Department of Land Use permit applications is intended only for general informational purposes and is not intended to be inclusive of the comprehensive requirements contained in the New Castle County Code. Please be advised that some of the review processes described above may also require recommendations or decisions from County boards (Planning Board, Historic Review Board, Board of Adjustment, and Resource Protection Area Technical Advisory Committee) or outside agencies. New Castle County must abide by regulations imposed on it by a variety of State and Federal agencies. Accordingly, any of the County permits described above may be subject to additional review processes that address environmental concerns; resource protection; public health, safety, and welfare; and a variety of other issues. In some cases, landowners may need to address the requirements of those agencies independently.

Landowners contemplating a change of use, future development, or alterations to buildings and land are encouraged to engage the services of an engineer, land surveyor, and/or attorney for advice on any physical constraints that may limit development of the property, and guidance on what permits may be needed to commence a new use or development.

General questions regarding the plan review process; building, demolition, and sign permits; and Certificates of Use/Occupancy, can be answered by the Department at 395-5400. Copies of documents such as certificates of occupancy or code violations may be obtained, where applicable

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and available, by submitting an Information Request Form (FOIA). The form is available online at www.nccde.org. Thank you for your attention to this matter.

Sincerely,

Marisa Lau Planner II

Marisa Low



DIVISION 40.33.200 USE DEFINITIONS

The uses found in Table 40.03.110 are defined in this Division. Specific uses may be further defined in Division 40.33.300. If a use is not enumerated in either of these Divisions, see Section 40.31.520 for interpretations. Any use not specifically listed in Table 40.03.110 and defined in this Article is expressly prohibited, unless the interpretation is that the use is similar to a permitted use. The 2002 North American Industrial Classification System (NAICS), as published by the Federal government and as may be amended from time to time, shall be used as a guide to define uses.

SECTION 40.33.270 INDUSTRIAL USES

D. Light industry. This category is designed to accommodate limited intensity levels of manufacturing and assembly activities, storage, warehousing, services, associated offices and similar uses. This includes the following uses:

Construction of buildings (NAICS 236)

Heavy and civil engineering construction (NAICS 237)

Special trade contractors (NAICS 238)

Food manufacturing (NAICS 311, except 3111, 3116, 3117)

Beverage and tobacco product manufacturing (NAICS 312, except 31212, 31213, 31214, 3122)

Textile mills, textile product mills and apparel manufacturing (NAICS 313, 314, 315)

Leather and allied product manufacturing (NAICS 316)

Wood product manufacturing (NAICS 321, except 3211, 321991)

Paper manufacturing (NAICS 322, except 3221)

Printing and related support services (NAICS 323)

Carbon black manufacturing (NAICS 325182)

Pharmaceutical and medicine manufacturing (NAICS 3254)

Soap cleaning compound and toilet preparation manufacturing (NAICS 3256)

Printing ink manufacturing (NAICS 32591)

Plastics and rubber product manufacturing (NAICS 326)

Nonmetallic mineral product manufacturing (NAICS 327, except 32731, 32732, and 3279)

Fabricated metal product manufacturing (NAICS 332, except 332993)

Machinery manufacturing (NAICS 333)

Computer and electronic product manufacturing (NAICS 334)

Electrical equipment, appliance and component manufacturing (NAICS 335)

Motor vehicle parts manufacturing (NAICS 3363)

Motorcycle, bicycle and parts manufacturing (NAICS 336991)

Furniture and related product manufacturing (NAICS 337)

Miscellaneous manufacturing (NAICS 339)

Wholesale trade (NAICS 42)

Nonstore retailers (NAICS 454, except 45431)

Trucking transportation (NAICS 484)

Transit and ground passenger transportation maintenance, service, storage facilities (NAICS 485, 487)

Support activities for transportation (NAICS 488)

Postal service, regional (NAICS 491)

Couriers and messengers, regional (NAICS 492)

Warehousing storage facilities (NAICS 493)

Information industries (NAICS 51)

Miniwarehousing and self-storage units (NAICS 53113)

Rental and leasing services (NAICS 532)

Architectural, engineering, and related services (NAICS 5413)

Scientific research and development services (NAICS 5417)

Services to buildings and dwellings (NAICS 5617)

Medical and diagnostic laboratories (NAICS 6215)

Marina and associated uses (NAICS 71393)

Special food services (NAICS 7223)

Automotive paint, body, interior repair and maintenance (NAICS 811121)

Commercial and industrial machinery and equipment repair (NAICS 8113)

Crematories (NAICS 812220)

Heavy industry, where the business is less than twenty thousand (20,000) square feet

Research and development facility, where the facility generally resembles an industrial or manufacturing facility or where such facility manufactures a finished product

(Amended September 22, 1998 by Ordinance 98-080; amended December 14, 1999 by Ordinance 99-075; amended March 12, 2002 by Ordinance 01-112; amended October 22, 2002 by Ordinance 02-075; amended September 25, 2006 by Ordinance 08-080)

CHECKLIST ITEM #4 PLAN OF OPERATION

04-16-22

4. Operations

Major Equipment:

Munchy Extruder Air P Model# P55-122 SN# 5941099

Granutec Granulator Model# TFG 1624.50 SN# 5.93.2065

Compactor Philadelphia Tramrail Model# 50001HD Serial# 833322

Morse Tumbler Model# 1-300-3 800lb capacity

Minor tools and equipment
Molds: 2x2, 2x4, 2x6, 4x4, 2x10, parking block, bench leg.
Dewalt mitre saw
Drill press.
Multiple hand saws, drills small tools.

All plastic will be brought to our facility for inspection and weigh in.

Our scheduled drop off day is every Thursday from 8am till 4pm.

Any other drop off is prohibited unless special permission is granted by our office staff There is one door where deliveries will be accepted on the North side of our building

With the appropriate signage and doorbell.

No plastic is allowed to be left outside.

Incoming Inspection:

We will have staff and volunteers available at the drop off door every Thursday from 8-4 All incoming plastic will be weighed, inspected and separated for processing.

At that time, the donator will sign in on the supplied form and note what organization they may be associated with.

Our volunteer coordinator assists with scheduling of intake and separation personnel.

The master schedule is available to all groups, organizations and individual volunteers to ensure adequate staffing and overlap avoidance.

Any unusable materials will be weighed and disposed of in the recycling dumpster on site. The guilty donator will be made aware of the violation of our permissible materials list.

Manufacturing Process

Once accepted plastic is separated into type and color it will be reduced in the granulator.

That material will then be placed in the appropriately marked bins for and prepped for extrusion. As orders are scheduled for production, the materials will be added to the extruder with the proper mold attached. The extruded material will then be cooled in the water tank and removed for use.

The boars are cut to length and the excess material is then re-granulated and added back to the appropriate bin.

Inventory Control

It is our goal to process all incoming plastic from each Thursday, prior to the next Thursday. We will maintain a supply of less than 5 tons of plastic ready for extrusion.

Color additives are purchased only as needed and stored on the area near the extruder.

Other additives include sawdust and limestone. These are kept in bins of no more than 200lbs. each.

Emergency Response Plans:

Medical Emergencies:

Eco Plastic Products of Delaware, Inc. (EPPD) has Workman's Compensation Insurance. Instructions for what to do in case of an Emergency are in the manual "WHAT TO DO IF SOMEONE NEEDS MEDICAL ATTENTION". This is a step-by-step instruction manual about how to handle all emergencies and how to report the incident to workman's comp. This notebook is kept on the production manager's desk and MUST be consulted in order to avoid problems with our workman's comp insurance company. A copy of this manual is included in this report.

Fire Extinguisher Program

Four fire extinguishers are located along the walls in the warehouse area. Each month, appointed personnel will complete an inspection of the fire extinguishers. A white tag is initialed and dated by the inspector. The fire extinguishers should be checked for the following items:

Located in the designated location
No obstruction to access or visibility
Operating instructions on nameplate are legible and facing outward
Tamper seals not broken or missing
Fullness determined by weighing
Examined for obvious physical damage, corrosion, leakage or clogged nozzle
Pressure gauge reading or indicator in the operable range or position
White tag initialed and dated

The four fire extinguishers should be only be used to put out small fires. Large fires require evacuation of the building and calling 911. In addition DNREC/SHWMS must also be notified To insure complete evacuation, all personnel should meet in the parking area on the North side of the building.

The facilities manager is responsible for maintenance of all fire extinguishers as spelled out in the Fire Extinguisher program. His responsibilities also include emptying waste containers on a regular basis and maintaining a clean working environment.

It is very important that fire extinguishers are ready for instant use in an emergency, If any person notices an extinguisher that needs service they should notify the Facilitiy Supervisor at once,

No smoking is allowed anywhere in the factory or within 50 feet of the propane storage cage.

MAJOR WORK PLACE HAZARDS

<u>Plastic Extruder</u>: The heating chamber of the plastic extruder is quite small and well contained. It is normally heated to about 400 degrees Fahrenheight, but equipment failure could lead to higher temperatures and to a potential fire. In the event of a fire, the circuit breaker on the wall behind the extruder should be turned off and the fire extinguisher on the same wall should be removed from its harness in case it is needed.

<u>Plastics containers:</u> Most plastics, whether bags or densified feed, are stored in cardboard Gaylord boxes. Generally, the storage Gaylords will be located inside the facility along exterior walls. These are combustible but require an ignition source. Care

lj t must be taken not to perform any spark generating activities anywhere near these storage containers. This would include any electric motors or hand torches. Small fires should be extinguished using one of the fire extinguishers located in the production area. Large fires require building evacuation.

<u>Propane tanks:</u> Spare Propane tanks used on the fork lift must be stored in the propane cage located outside the building on the loading dock. The cage shall be secured at all times.

Training, Repairs and Maintenance and Calibration:

The owner of Eco Plastic Products of Delaware, Inc. (EPPD), Dr. Charles Falletta, is also one of the owners of Cermet Materials, Inc., a precious metal powder and paste manufacture in Newport. He has been in business over 30 years and has extensive experience in all aspects of manufacturing including: record keeping, safety, regulation compliance, training, cross-training and equipment inspection and maintenance. Cermet Materials, Inc. is ISO9000 certified and although EPPD does not plan to seek ISO9000 certification, many of the aspects of the certification process will be applied.

Personal Protective Equipment (PPE):

All personnel present in the factory must wear eye protection. This includes people not actually working. Ear protection will also be required when operating the granulator. The extruder produces molten plastic which is not only hot (400 deg F) but also sticks to skin. The molds also get hot when being filled and remain hot long after operations have ceased. The danger is that often nothing looks hot. Because of this, protective gloves must always be worn when using the extruder or handling the molds.

Dust masks will be made available if a batch of plastic feed is dusty. A portable dust vacuum with a HEPA filter will also be available.

Finally, Latex gloves will be available for general use.

Ventilation is not generally required because HDPE, even when hot, does not emit noxious materials.

A safety lecture will be given annually to all personnel.

Repairs and Maintenance:

Repairs and maintenance will be handled by the Operations Manager, Jim Kelley, or by Ian McLarthy, the maintenance supervisor for Cermet Materials (and Eco Plastic volunteer). Both have extensive experience in the maintenance and repair of manufacturing equipment. They will train others in equipment repair and maintenance and maintain a training spreadsheet which describes the capabilities of each person working at Eco Plastics. They will also maintain an equipment inspection protocol which will define monthly, bimonthly, semiannual and annual inspection requirements.

Employee Training:

All employees will receive training in general safety, using safety equipment, handling fires, medical procedures, and fork lift operation. Handicapped employees will not be given fork lift training. Before being allowed to operate any equipment, individual employees will be trained in its operation by a previously well trained operator. An individual training log will be kept for each employee.

WHAT TO DO

IF SOMEONE NEEDS

MEDICAL ATTENTION

PLEASE READ CAREFULLY!!

Do you need to call 911?

If NO, report injury to your supervisor

1. Supervisor should then:

a. Send the injured person to a medical center

b. Fill out an "Incident Report" (OSHA form 301)
(Forms are in "Work Related Injuries and
Ilnesses" notebook)

c. Get a log number

d. Call the medical center to schedule a drug test

2. Supervisor should then:

a. Call Workman's Comp to obtain a case number (800-699-6240)

 Send any involved parties to Work Pro (on riverfront) for drug testing. Address: 914 Justison St. Wilm. DE 19801 (302-777-0720; fax 302-777-0721)

c. Fill out "Authorization for Examination or Treatment" form and send it with involved parties. (Forms are in "Work Related Injuries and Ilnesses" notebook)

Note: The medical center on Limestone Road between Rt 4 and Kirkwood highway is closest, but injured party can go to the facility of their own choice. (Limestone Medical Center, 2055 Limestone Rd. 302-999-8169)

If YES, Call an ambulance

- 1. Find out from Driver, what hospital patient is going to
- 2. Call Hospital:
 - Tell them workman's comp patient is coming by ambulance
 - Schedule a drug test
- 3. At same time, call Workman's Comp. to get a case number (800-699-6240)
- 4. Call Hospital with case number
- 5. Supervisor should then:
 - a. Fill out an "Incident Report" (OSHA form 301)

 (Forms are in "Work Related Injuries and Ilnesses" notebook)
 - b. Send any involved parties to Work Pro (on riverfront) for drug testing. Address: 914 Justison St. Wilm. DE 19801 (302-777-0720; fax 302-777-0721)
 - c. Fill out "Authorization for Examination or Treatment" form and send it with involved parties. (Forms are in "Work Related Injuries and Ilnesses" notebook)

MINOR INJURIES should be reported using an "Incident Report", but "Workman's Comp" should not be notified,

ILLNESSES (cold, flu, etc.), RASHES, TROUBLE BREATHING which are not related to a work incident will be covered under the employee's personal health insurance and should be treated by the employee's regular doctor. Deductables may apply. Workman's Comp should only be notified if the doctor requests it.

Eco Plastic Products of Delaware, Inc. 18 Germay Drive, Wilmington. Delaware

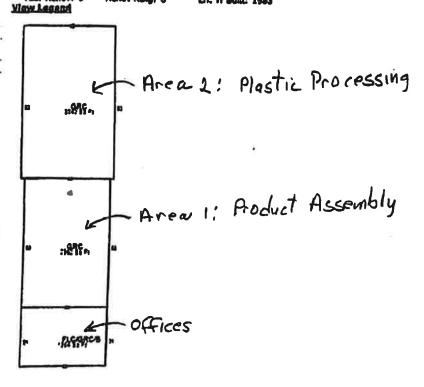
ر

Buildings - Parcel #0704320027

Commercial Structure Characteristics

```
Building #1 01
  Occupancy: 310 # of Stories: 2
                                           Year Built: 1966
 Struct Class: C
                        Quality: C
                                           Condition: AV
                  Grad Fir Area: 1364 Total Fir Area: 2728
  Floor Level: A
Ext Well Type: 13
                    Wall Height: 10
                                          Pertmeter: 336
       AC %: 90
                        Heat %: 90
                                      Rentable Units: 1
       Bamt: 99
                      Barnt Util: 2
 Year Renov: 0
                    Renov Ring: 0
                                         EY. Yr Buld: 1963
```

Figure 1: 18 Germay



Building #: 01 Year Bull: 1956 Occupency: 430 Ø of Steries: 1 Struct Class: C Quality: C Condition: AV Floor Level: P Grad Fir Aree: 2982 Total Fir Area: 2992 Wall Height: 11 Perimeter: 240 Ext Well Type: 13 Rentable Unite: I AC %: 0 Heat %: 90 Barnt: 0 Bent Util: 0 EY. Yr Bulb: 1963 Remov Fitzig: 0 Year Remov: 0 View Lagend

Figure 2 Plastic Processing

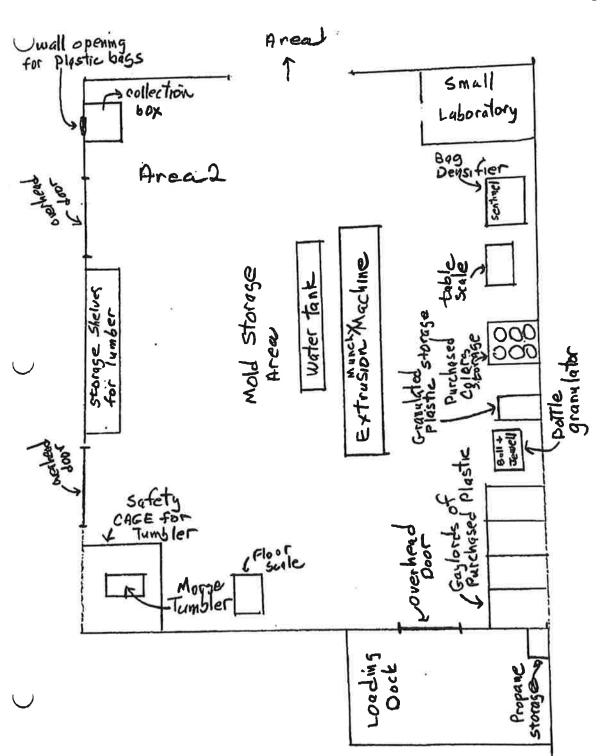
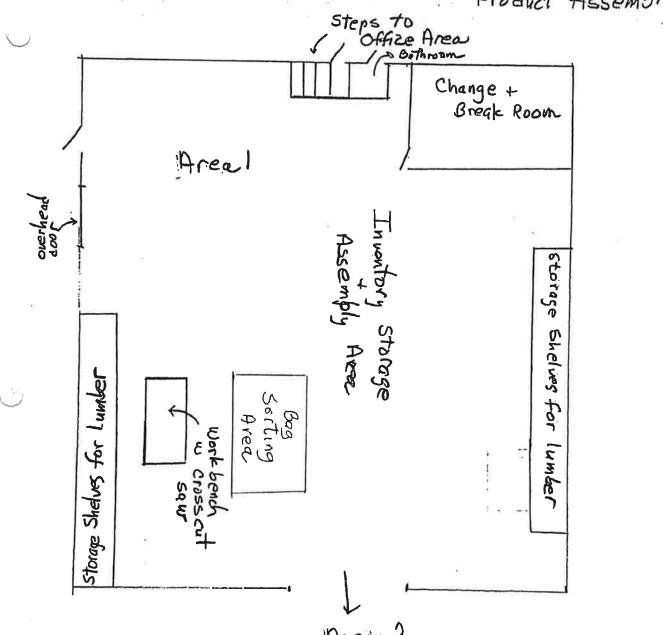


Figure 3. Product Assembly



Area 2

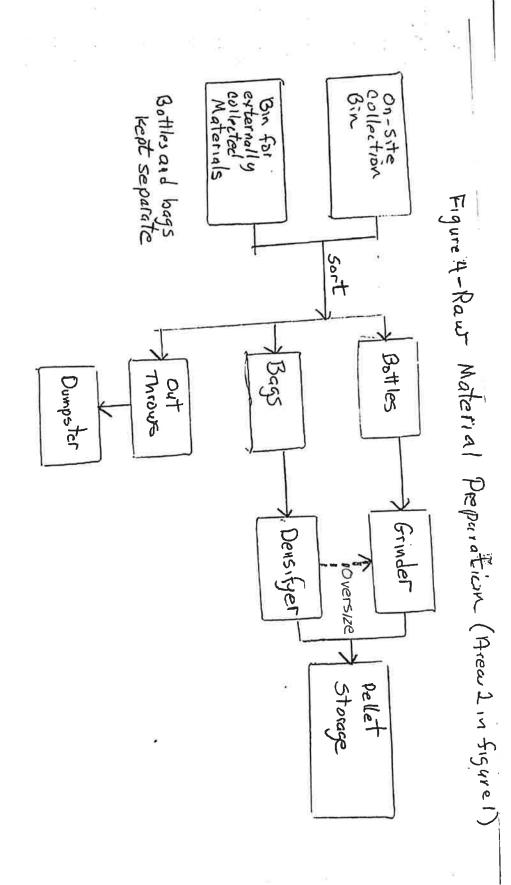
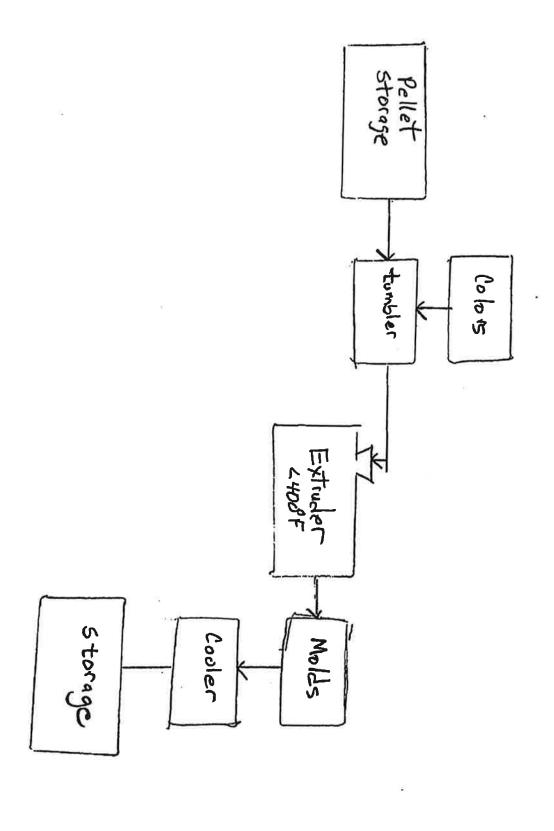


Figure 5 - Extrusion Process (Area 2 in Figure 1)



other molds Figure 6- Final Assembly (Area I in Fig 1) Picnic Brycle **Park Benchs** Parking Rarsed Garden Daves

Eco Plastic Products of DE. <u>Verification of Safety Training</u>

Employee Name:	
Department/Functional Area:	
The above named employee has been trained in for the safe performance of his/her activities.	n all Safety Aspects necessary
Supervisor Signature	Date
Employee Signature	Date

Figure 8

MAINTENANCE CHECKLIST

18 Germay Drive

EQUIPMENT

COMMENTS INITIALS DATE SCHEDULE Bi annuualy Month;y Quarterly each use Quarterly monthly weekly Monthly daily Grease, clean, inspect and sharpen blades Grease, clean, inspect and sharpen blades Lubricate, check oil and battery levels Lubricate, clean and inspect TEM Grease, clean and inspect Lubricate and Inspect Checklist Grease Inspect Granulator (new) Granulator (old) Compressor Densifier Extruder **Tumbler** Pelletizer Fork Lift Saw

Figure 9
Eco Plastic Products of Delaware

Floor Scale

Date:				
Item	Method	Limits	Result	I n i t i a I
EVERY 3 MONTH C	CALIBRATIONS			s
Scales				
Bench Scale	Std. Wt.	+/- 10 am		

+/- 100 gm

Std. Wt

Eco Plastic Products of DE Training Attendance Sheet

Name (please print)	Title/Dept	
		•
		77-7111-7
Description of Course:		
to the state of th		
rainer:	Date:	
	T.	

Plastics Manufacturing Job Description

	Him	Leo	James	Juwan	Robert	Zachary	Lisa
	Kelley	Dodd	Thorpe	Felton	Corrie	Huddleston	Capodanno
Plant Operations							-
Densifer	m	m	4	-	2	-	- -
Extruder	m	ď	, "	1 6	1 (1 .	-1 -
Saw	m	m	7 6	1	1		٦ ,-
Assembly	e	m		2	1	4 -	4 -
Graulator - Old	æ	m	m	,	100	1 -	-4 -
Graulator - New	æ	m	m	-	1 0	4 -	-1 -
Sorting	æ	m	m	ı m	2	2	
Inventory Control	m	2	2	-	2 0	4 -	
Office Operations						1	4
Quick Books	2	1					n
Web Site	1	1					n
Face Book	1	1					n
Instagram	7	1					n
Payroll	1	H					n m
Employee Initials							

1 = not trained

2 = partially trained

3 = completely trained

Supervisor Signature

CHECKLIST ITEM #5 EFFECT ON HUMAN HEALTH AND ENVIRONMENT

Recycled plastic is acceptable for almost all applications. The one exception is food packaging and even then recycled plastic may be used provided documentation can be provided that it contains no harmful substance.

Eco Plastic Products of Delaware will not under any circumstances manufacture food packaging of any kind

CHECKLIST ITEM #6 CONTRACTS AND LETTERS OF INTENT

Contracts and Letters of Intent

We have just begun manufacturing operations and advertising, so sales experience is very limited. However we have one firm order and several serious inquiries:

I have attached 3 letterw

Silverstock WP Builders has agreed to order 20 parking blocks for a parking lot they are installing;

Scout Troup 123 in Middletown has inquired about purchasing up to 3 park benches to be installed in a park in Middletown. We have bid on this project and have even invited them up to observe the manufacture, or even help to manufacture, these benches.

Newark Natural Foods plans to buy a park bench for the front of their store.

KW solar has purchased a parking block for their parking lot.

These inquiries and order have all been by word of mouth. We expect that demand will increase tremendously once our presence becomes known. We have sent notices to various publications in the area and our collection boxes have printed advertising on them.

We plan to put great effort into advertising activities because we believe this will be the most difficult part of our project.

Dear Eco-plastics Product,

Hello, my name is Ethan Knettler and I am the Operations Manager at Newark Natural Foods. Recently I have come across your products online and feel that the creation of functional products from unwanted plastics is a fantastic idea that could highly benefit any of the surrounding areas that you would service. Furthermore I would like to take this opportunity to express an interest in purchasing some of the products that your company creates; especially the park benches and tables. Once some further discussion is done amongst our management team we will reach out to see about pricing. Thank very much.

Ethan Knettler Operations Manager Newark Natural Foods Newark, DE 19711 FW Tee Markers From: Jim Kelley [etijim@verizon.net] Sent: Friday, March 01, 2019 12:33 PM

To: Charles Falletta Subject: FW: Tee Markers

Hi Charlie, Will this work?

----Original Message---From: Joseph Gulotti [mailto:hardg43@gmail.com]
Sent: Friday, March 1, 2019 12:28 PM
To: Etijim@verizon.net
Subject: Tee Markers

Mr. Jim Kelley,

My name is Joe Gulotti and I am the golf course superintendent of Newark Country Club. We intend to purchase recycled plastic tee markers from The Eco Products company. We are truly looking forward to using this sustainable material on our golf course.

Respectfully,

Joe Gulotti, GCS Newark Country Club 300 West Main Street Newark, DE 19711 302-388-5961



www.WatershedEco.com Creating Value

March 6, 2019

Eco Plastic Products 18 Germay Drive Wilmington, Delaware 19804-1105

Attention:

Fred Albertini

Dear Mr. Albertini:

Thank you for sharing the information about Eco Plastic Products with me. I can't believe a company like this is right here in Delaware.

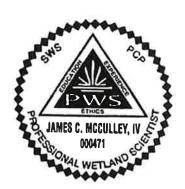
I plan on purchasing products in the near future.

I look forward to working with you to provide quality products and recycle some of Delaware's waste.

Sincerely,

James C. McCulley IV, PWS (#000471)

Environmental Scientist



302-464-0831 Jim@WatershedEco.com Jennifer Scott 700 Duck Creek Parkway Smyrna, DE 19977 302-653-8308

To

Jim Kelley
18 Germay Drive
Wilmington, DE 19804

March 27, 2019

Subject: letter of intent to purchase benches

Dear Mr. Kelley,

I am writing this letter in order to present our intention at Smyrna Middle School and Clayton Elementary School to purchase benches through your company. The benches will be paid for with funds raised by the school through fundraisers. The remainder of the funds will be donated by the school's PTO. We will also provide the plastic material needed to create the benches. If you should have any questions, please do not hesitate to contact me.

Warm Regards,

Jennifes Scott

Jennifer Scott

CHECKLIST ITEM #7 CONCEPTUAL CLOSURE PLAN

04-16-22

Background

We have some experience in plant closures, because Charlie Falletta of Cermet Materials, Inc. (Cermet) and Eco. Plastic Products of Delaware, Inc. (EPPD) recently closed down Cermet's operations at 18 Germay Drive

Cermet had used the facility to manufacture aluminum paste for the solar industry. This business was lost to Chinese companies and as a result, Cermet ceased operations and shut down the facility. There were significant expenses associated with inventory disposal while the disposal of the manufacturing equipment actually brought in income.

The closure of Eco Plastic Products of Delaware, Inc. (EPPD) would have a similar pattern, but on a much smaller scale. There is a ready market for the equipment although at a large discount in value. Also, we would have to dispose of any unused raw materials. This would include purchased plastic granules as well as any plastic bottles and bags that had been collected. Because these are all non hazardous materials they could be disposed of in regular trash. Of course we would want to keep inventory of these materials as low as possible so that disposal in case of closure does not become a serious problem.

We do not plan on ever keeping a large inventory of finished product. Most items are manufactured to order.

We estimate that the cost of closing the facility to be less than \$6,000. This would consist of:

Disposal of all inventory Equipment Removal Cleaning the facility

Once closed, the building would probably be put up for sale. It is a very desirable property because it has a good balance of open factory or warehouse space and front office space.

Removal of in-process inventory - Preface

Inventory of recycled material would consist of undensified plastic bags, unground plastic bottles together with densified plastic bags and ground bottles. New material can be excluded from the factory simply by stopping collections. We have estimated that the maximum amount of this material to be about 2 tons.

We also keep about 3 Gaylords of purchased plastic granules (equivalent to densified plastic) together with about 8×50 lb drums of colorants.

Our policy is to densify plastic bags as soon as we have separated a Gaylord full of plastic bags by color. We do not anticipate receiving many plastic containers. Most people recycle these with their regular trash collections. This cannot be done with plastic

bags, of course. At any rate, plastic bottles are ground as they are received and do not pile up to any degree.

Worst Case Scenario

The worst case scenario for closure would be to have two tons of totally unprocessed plastic bags. This material has the lowest density (highest volume) of all the possible inventory combinations and would require the largest number of disposal containers.

In order to calculate disposal requirements, several measurements were made. These are summarized below. Calculations may be found in appendix #1:

Density of plain plastic bags in a large container:	.018gms/cc
Density of bottles in a large box:	.03 gms/cc
Density of densified bags or ground plastic bottles	.21 gms/cc

Other useful values:

Volume of a Gaylord box:	110,592 cc
Volume of a 20 Yd trash container	425,088 cc
Net weight of 1 Gaylord of plastic bags	70 lbs
Net weight of 1 drum of densified plastic	100 lbs

Receipt of any new material would be stopped immediately by simply removing the collection boxes. Thus the disposal problem would be limited to in house inventory, which we have estimated it to be no more that 2 tons. In fact, the number of collection boxes being used will be a good control over the amount of material coming in at any particular time.

Disposal of this quantity of material would require 7 x 20 yd roll offs and it would require 56 Gaylords to just store this quantity of bags in the building. All calculations are shown in Appendix #2 (10)

In addition to the bags, there are approximately 4 Gaylords of purchased plastic (equivalent to densified material) and about 10, small, 35 gallon fiber drums of colorants that would all have to be disposed of. This would bring the total number of Gaylords stored on the premises to 60 and the total number of 20 yd roll-offs required to dispose of all the plastic in the building to 8. (see appendix 2 (13))

None of the materials is hazardous.

Actual disposal would be simple and straightforward. Because the Gaylords are cardboard and very light (70 lbs., net wt full of bags), they can simply be carried by two people to the roll offs and emptied. A hand fork lift (available in the building) to move things around would speed things up.

Note: the four Gaylords containing purchased material are quite heavy (nearly 900 lbs each) and require a slightly different technique. The simplest approach would be to use a hand fork lift to move the Gaylords next to the roll-offs and scoop the densified plastic into the roll offs using a 5 gallon bucket. Another approach would be to scoop the densified plastic into 55 gallon drums, then moving the drums to the roll of with a hand truck and dumping the drums by hand into the roll off. A 55 gallon drum full of densified plastic weighs about 100 lbs. (see appendix #1, (7))

It would not take more than 2 days to dispose of the 60 Gaylords of material. Two people would be required to do this work.

Total costs of this worst case scenario would be as follows:

8 x 20 yd roll-offs (8 x \$425) (see attached quote) 2 people for 16 hrs each @ \$15/hr	\$3400.00 480.00
TOTAL COST	

MOST LIKELY SCENARIO

The most likely scenario is that our inventory will consist of a combination of undensified plastic bags and densified bags and bottles. Plastic bags are sorted and densified soon after arrival at the factory. Whenever a Gaylord of separated bags accumulates, it is densified so that there should never be more than 4 Gaylords of unprocessed material in inventory at any given time. (one Gaylord of colored bags, one Gaylord of white bags and two Gaylords of bags waiting to be sorted.)

Densification of a Gaylord of bags takes less than an hour. As mentioned previously, we only anticipate receiving a limited number of plastic bottles and these are almost always ground up the same day that they arrive at the building. It appears that most people recycle plastic bottles through their trash collections. Bags, of course, cannot be recycled that way.

Thus our two tons of inventory will most likely consist of 5 Gaylords of undensified plastic bags, representing about 286 lbs. In addition, there would be approximately 3714 lbs of densified material which would require about 5 Gaylords to store. All calculations are shown in appendix #3 (14), (15)

The amount of miscellaneous material would be approximately the same as the worst case scenario, 0.6 Gaylords (purchased plastic plus colors).

Disposal of all this material would be a similar process to the worst case scenario, except that the volumes would be much lower, requiring only 2 x 20 yd roll offs. (see Appendix 3 (17))

Loading the roll offs is more complicated, though, because the Gaylords containing densified material are quite heavy (nearly 900 lbs each) and require a slightly different technique. The simplest approach would be to use a hand fork lift to move the Gaylords next to the roll-offs and scoop the densified plastic into the roll offs using a 5 gallon bucket. Another approach would be to scoop the densified plastic into 55 gallon drums, then moving the drums to the roll of and dumping the drums by hand into the roll off. A 55 gallon drum full of densified plastic weighs about 100 lbs. Calculations may be found in appendix #1

We are allotting the same labor requirements for this scenario as for the worst case scenario, 2 people for 1 day at \$15/hr.

Total costs for the most likely scenario would be as follows:

2 x 20 yd roll-off (\$425) (see attached quote)	\$850.00
2 people for 16 hrs each @ \$15/hr	480.00
TOTAL	\$1330.00

Costs for Equipment Removal and Clean up

The large equipment consists of an extruder, densifier, about 10 molds, a tumbler and two granulators. These items can easily be sold to a used equipment dealer with free pick up. Our fork lift installed the equipment so it can easily remove it. One flat bed tractor trailer would hold it all. This would require 2 people about 1 day total. The equipment purchaser would provide the trailer but we would need to supply the labor to load it

TOTAL 2people x 8hrs x 1 days x \$15/hr..... \$240

The fork lift, itself, does not belong to EPPD and would stay with the building.

Clean up of Building would require 3-4 people about two days and 1 x 20 yd roll off for trash.

4 people x 8hrs/day x 2 days x \$15/hr = \$960 20 yd roll off (1 x \$425) = \$425 TOTAL: = \$1385 Total Equipment Removal and Clean-up Costs = \$1625.00

TOTAL PLASTIC DISPOSAL AND CLEAN-UP COSTS:

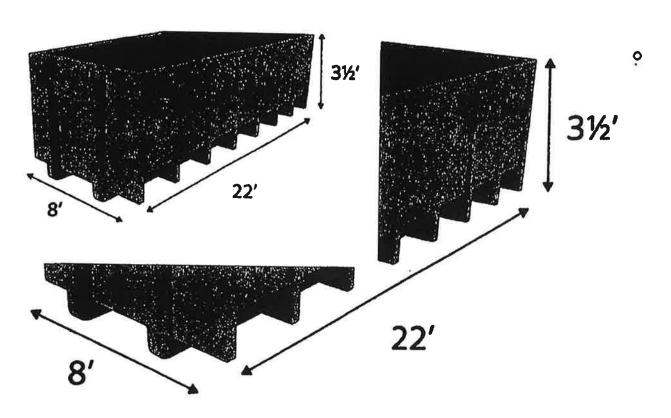
TOTAL: \$5,505.



Call Now To Check Availability Of Same Day Delivery!

Dumpster Rental in Delaware (https://www.dumpstersondamand.cam/oumpster-rental-delaware/) key Account | Login | Register (/my-account/)





(https://www.dumpstersondemand.com/wp-content/uploads/2016/10/20cubicyard-1-1.jpg)

20 Cubic Yard

\$425.00

19804

Calo Price

and the start

One of our most popular sizes, these 20-yard dumpsters hold up to 2.5 tens of material, and accommodate virtually any small- to mid-sized residential or commercial project. At a height of 3½ ft., each is easy to load yet holds 4 tons of trash and materials.

Pick a delivery date * (required)

Pick a return date * (required)

Appendix 1: Density Calculations
1. Densities
1. Plastic Bolites (unground)

I gal Milk battle : 589 x .000264gg) = . 0153g/ce

(masured): 129g x.0002649el = .045g/ec

Average Density: .0153+,045 - 1.03g/e (1)

1.2 Plastic Bags (undensified)

Measured; 17" x 115" x 9" - 1760 in.

Net wt Full = 520gms of bags

Density: 520gms = 285gm x 1in3 = .018gm (2)

1.3 Plastic Bass (densitied) and Plastic Bottles (ground)

Measured: 17" x 115' x 9" = 1760 a Box

Net wit Full = 6140 gms

(measured)

Derisity = 6140gn = 3.5g x 16n2 = 1219 (3)

Appendix 1: (continued)

2. Other useful Calculations

22. Volume of 20yd roll-off
$$20yd^{3} \times \frac{27ft^{3}}{1yd^{3}} \times \frac{1728in^{3}}{1ft^{3}} \times \frac{164ee}{m^{3}} = 15,303,168e$$

Appendix 2 - Worst Case Scenario (2 Tons undensified bags in building)

21 Plastic Bogs

20 yd voll-offs i

Gaylorder 100,888,888 x 16aylords = 56 Gaylords (10)

2.2 Purchased Plastic (4 Gaylords)

2.3 Plastic Color Additives (10 x 35 galdrums)

Total Roff-off rogure ment:
6.6+.47+.087-[7.15728] (13)

Appendix3: Most likely Scenario

CHECKLIST ITEM #8 EVIDENCE OF FINANCIAL ASSURANCE

Evidence of Financial Assurance

Eco Plastic Products of Delaware, Inc. has obtained and is providing financial assurance in an amount consistent with the estimated closure costs calculated in association with the presented conceptual closure plan via a state-approved preself-funded financial assurance mechanism in accordance with Section 4.1.11.2.4.7. of Delaware's Regulations Governing Solid Waste.

CHECKLIST ITEM #9 PROOF OF PERMIT APPLICATION

From: Charles Falletta <charlie@cermetmaterials.com>
Sent: Wednesday, October 03, 2018 1:43 PM
To: Bediako, Phanuel (DNREC) <Phanuel.Bediako@state.de.us>
Subject: air permitting for Eco Piastic Products of DE - RAS Project #2018-06

Dear Dr. Bediako,

I have researched emission factors for HDPE which we will be using in our extrusion process: The results for virgin material are summarized below (from Table 7 attached) .

	emission factors	Production of 200 Lbs/Day (est)
Particulates	19.6 - 26.6	.004005 lbs day
VOC's	21.1 - 30.7	.004006 lbs/day

For recycled HDPE, emission factors are only about 10% of those for virgin material (see table 1, attached). This is logical because most of the pollutants would be emitted in the first

. 1, attached). This is logical because most of the pollutants would be emitted in the first processing.

Our estimated production of about 200 lbs/day from recycled HDPE should produce negligible amounts of either particulates or VOC's .

The references used in the summary above are attached.

If you think I need additional information, please let me know. Also, should I send this information to anyone else at DNREC?

Sincerely yours,

Charles Falletta
Director
Eco Plastic Products of DE

Charles Falletta

From:

Bediako, Phanuel (DNREC) [Phanuel.Bediako@state.de.us]

Sent:

Friday, October 05, 2018 9:42 AM

To:

Charles Falletta

Subject: RE: air permitting for Eco Plastic Products of DE - RAS Project #2018-08

Good morning Charles,

Based on your Emission Factors and a production of 200 lb/day of HDPE, aggregate emissions of PM and VOC are negligible (0.01 lb/day).

Your estimated production of 200 lb/day appears very low. You do not need an air permit for such a production level.

Michelle Jacobs already gave you some contact information within DNREC for recycling issues. I cannot think of any additional contacts.

Phanuel C. K. Bediako, Ph.D. Engineer **Engineering and Compliance Branch DNREC-Division of Air Quality** State Street Commons 100 W. Water Street, Suite 6A

Dover, DE 19904 Tel: (302) 739-9402 Fax: (302) 739-3106

Blue Skies Delaware: Clean Air for Life

From: Bediako, Phanuel (DNREC) [mailto:Phanuel.Bediako@delaware.gov]

Sent: Friday, May 24, 2019 9:58 AM

To: Charles Falletta

Subject: RE: air permitting for Eco Plastic Products of DE - RAS Project #2018-06

Good morning Charles,

Based on your Emission Factors and a production of 200 lb/day of HDPE, aggregate emissions of PM and VOC are negligible (0.01 lb/day).

If you double production to 400 lb/day of HDPE, emissions would double (0.02 lb/day).

My original conclusion is still valid.

Phanuel C. K. Bediako, Ph.D.

Engineer

Engineering and Compliance Branch

6/26/2019



STATE OF DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

SURFACE WATER DISCHARGES SECTION DIVISION OF WATER
89 KINGS HIGHWAY
DOVER, DELAWARE 19901

PHONE (102) 739,40.16 FAX (302) 739-8369

AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORM WATER GENERAL PERMIT PROGRAM CONDITIONAL "NO EXPOSURE" EXCLUSION

January 16, 2019

ECO Plastic Products of Delawarc, Inc. Charles Falletta 18 Germay Drive Wilmington, DE 19804

RE: Conditional "No Exposure" Exclusion Approval and Authorization to Discharge Under the NPDES Storm Water General Permit Program at ECO Plastic Products of Delaware, Inc.

Dear Dr Falletta:

The Department has approved your request for Conditional "No Exposure" Exclusion, for "No Exposure" coverage under the National Pollutant Discharge Elimination System (NPDES) Storm Water General Permit Program. Permit coverage began on January 16, 2019 and will be in effect until such time that a new NPDES Industrial Storm Water General Permit is issued within the State of Delaware. Upon issuance of a new Industrial Storm Water General Permit, you will be required to submit a new "No Exposure" Certification form to the Department in order to continue permit coverage. The schedule for this "No Exposure" submission will be outlined in the new Industrial Storm Water General Permit once issued and communicated to you. Under no circumstances shall this authorization extend beyond five years.

Approval was granted because the certification submitted specifies that all processes and materials are protected from rain, snow, snowmelt, and/or runoff, in accordance with Section 9.1.1.5 of 7 Del. Admin. C. §7201 of the State of Delaware "Regulations Governing Storm Water Discharges Associated with Industrial Activities" (the Regulations). This approval means the site located at 18 Germay Drive, Wilmington, DE 19804 is covered under the Regulations, with the monitoring requirement (9.1.4) and the requirement for a Storm Water Plan (9.1.5) being exempt for this type of coverage.

"No Exposure" permit coverage is conditional. If a change in facility operations causes exposure of industrial activities or materials to storm water, a Notice of Intent (NOI) form must be submitted to the Department, along with a Storm Water Plan (submitted both hard copy and digitally). "No Exposure" forms and NOI forms can be found at: http://www.wr.dnrec.delaware.gov/Information/SWDInfo/Pages/SWDSStormWater.aspx.

Please maintain this "No Exposure" approval and NPDES authorization on file at the facility at all times. If you have any questions or require further assistance, please contact Bill Tanner at (302) 739-9946 or by e-mail at Bill. Tanner@state.de.us.

Sincerely,

Nicole L. Smith

Micole L Smith

Program Manager

Compliance and Enforcement Branch

cc: Dr Charles Falletta

Delaware's good nature depends on you!

Charles Falletta

From: Grazier, Tara (DNREC) [Tara.Grazier@state.de.us]

Sent: Monday, December 10, 2018 9:23 AM

To: Charles Falletta

Subject: RE: transporter permit

Mr. Falletta,

I spoke with my supervisor, you do not need a permit at this time for your volunteers to pick up plastic bags and bring them to your facility. In the future, if you send a paid employee with a company vehicle to pick up the bags, you will then need a permit.

Thank you,

Tara

CHECKLIST ITEM #10 BACKGROUND STATEMENT



DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL ("DNREC")

ENVIRONMENTAL PERMIT APPLICATION BACKGROUND STATEMENT

Pursuant to 7 Del. C. Chapter 79

FILING STATUS:

This Background Statement is being filed with DNREC because:

- It is an initial application for a new permit (or permits) and the applicant company has not been issued any permits by DNREC in the previous five (5) years [See 7 Del. C. § 7902(a) and (b)];
- It is required on an annual basis because the company has been designated a chronic violator pursuant to 7 <u>Del</u>. <u>C</u>. § 7904 [See 7 <u>Del</u>. <u>C</u>. § 7902(a)(7) and (b)(2)]; or
- It is required on an annual basis as the applicant company has been found guilty, pled guilty or no contest to any crime involving violation of environmental standards which resulted in serious physical injury or serious harm to the environment as defined in 7 <u>Del. C.</u> § 7902(c) [See 7 <u>Del. C.</u> § 7902(a)(7) and (b)(2)].

APPLICANT COMPANY'S NAME OR COMPANY'S NAME FILING STATEMENT	Eco Plastic Products of Deleware, Inc.
DATE OF APPLICATION OR DATE OF STATEMENT	11/9/2015
PERMIT(S) BEING APPLIED FOR OR STATEMENT FOR FILING STATUSES 2 OR 3	Permit Type(s) Recycling Statement for filing Statuses 2 or 3—If filing under these statuses, attach a statement of the date of designation as Chronic Violator or the date of Conviction/Plea.
OTHER DNREC PERMITS HELD	■ N/A – No other permits held with DNREC □ List of all DNREC permits currently held with dates of issuance and expiration attached.

ENVIRONMENTAL PERMIT APPLICATION BACKGROUND STATEMENT

Please note: Companies filing statements pursuant to Chapter 79 have the right to identify information to be afforded confidential status pursuant to 7 <u>Del. C.</u> § 7903(b) and the requirements set forth in Section 6, "Requests for Confidentiality" of the DNREC Freedom of Information Act Regulation.

PROVIDING ALL OF THE INFORMATION REQUESTED IN THIS FORM SATISFIES THE REQUIREMENTS OF 7 DEL. C. CHAPTER 79 ("ENVIRONMENTAL PERMIT APPLICATION BACKGROUND STATEMENT") UNLESS THE DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL ("DNREC") OR THE DELAWARE DEPARTMENT OF JUSTICE DETERMINES THAT ADDITIONAL SUBMISSIONS ARE NECESSARY. FAILURE TO PROVIDE THE INFORMATION REQUESTED OR PROVIDING ERRONEOUS INFORMATION IS GROUNDS FOR DENYING OR REVOKING AN ENVIRONMENTAL PERMIT/APPROVAL/LICENSE, AND FOR CIVIL AND/OR CRIMINAL PENALTIES.

A.	(Authority - 7 Del. C. § 7902(a)(1&2) & § 7905) Attach a complete list (full names) of
all	current members of the applicant company's board of directors, all current corporate officers,
	persons owning more than 20% of the applicant's stock or other resources, all
su co mo ap	bsidiary/affiliated companies with type of business performed, street addresses, all parent impanies with addresses, all companies with which the applicant's company shares two or one members of the board of directors, and the name(s) of the person(s) serving as the plicant's local chief operating officer(s) with respect to each facility covered by the permit in the estion or for the statement required for filing Statuses 2 or 3. [Note: For companies that do not we a facility located in Delaware, no listing for the local chief operating officer(s) is required].

Information attached

	G	Information attached facility located in the	l, except for local chief operating officer as there is no e State of Delaware.
В.	(Authority - 7 showing type of	Del. C. § 7905) Ple of ownership for the a	ease check one of the following selections below, applicant/statement company:
	0	Proprietorship	List the state, county, book record and page number where the certificate is found (Attach hereto).
	0	Partnership	List the state, county, book record and page number where the certificate is found (Attach hereto).
		Corporation (LLCs included)	List the city, state, date of incorporation, corporation file number, current corporate standing, registered agent, and address of the registered agent (Attach hereto). New Castle, DE 5/4/2015
	0 1	Municipality	(Attach hereto). New Castle, DE 5/4/2015 F.I.# 5740534 (Corporate Standing
	_	Public Institution/ Bovernment Agency	Attached)
		Other	

C. (Authority - 7 <u>Del. C.</u> § 7902(a)(3) & § 7905) Have any of the following been issued to or agreed to by the applicant/statement company, any employee, person, entity, or subsidiary/affiliated company, specified in response to Item A, for violation of any environmental statute, regulation, permit, license, approval, or order, regardless of the state in which it occurred, during the five years prior to the date of this application/statement

OFFENSE	YES	NO
Notice of Violation(s)		X
Administrative Order(s)		х
Administrative Penalty(ies)		X
Civil Action(s)		x
Civil Penalty(ies)		Х
Civil and/or Administrative Settlement Agreement(s)		X
Permit/License/Approval Revocation		Х
Arrest(s)		X
Conviction(s)		_X
Criminal Penalty(ies)		Х
Criminal Plea Bargain		X

action,	ied in Item / regardless (ant. and the	7-7 Rel. C. § 7902(a)(3), (a)(4) & § 7905) If you answered "yes" to any of a item C above for the applicant or applicant company or any other person A, attach a description of the insidents or events leading to the issuance of each of the state in which it occurred, for the 5 years prior to the date of the edisposition of each action, what state the action/offense occurred in, and any con taken to correct the violations that lod to such enforcement action.
	CB	N/A
•		Information attached
caviron	mentel sten flan \$1,000	- 7 Dal. C. § 7902(a)(5) & § 7905) Attach a description of any follony or election for a crime involving harm to the environment or violation of dards of any person or entity identified in item A above that resulted in a fine or a sentence longer than 7 days, regardless of whether such fine or sentence
	Ħ	N/A
	0	Description attached
Item D	bove, whet	7 Rel. C. § 7902(a)(6) & § 7905) Attach copies of any and all settlements time involving the applicant, associated with actions identified in response to her or not such actioments were based on agreements where the applicant did or the action.
		N/A
	D	Information ettacked
		9€

Items for Filing Statuses 2 or 3 Only

- G. (Authority 7 Del. C. § 7902(a)(7) and § 7905) If the applicant or applicant/statement company has been found guilty, pled guilty or no contest, to any crime involving violation of environmental standards which resulted in serious physical injury or serious harm to the environment attach a summary of the events involved and a copy of the disposition of the action (See 7 Del. C. § 7902(c) for definitions of "serious physical injury" or "serious harm to the environment" before answering this question.)
 - ₿ N/A
 - Yes Information Attached.
- H. (Authority 7 Del. C. § 7902(a)(8)) If the applicant or applicant/statement company has been designated a chronic violator under 7 Del. C. § 7904, a detailed written report from an independent inspector who has inspected the applicant's premises for the purpose of detecting potential safety and environmental hazards to employees and the surrounding community. The Secretary may waive the duty to submit a detailed written report upon a showing of good cause by the applicant. A showing by the applicant that the acts which caused it to be designated as a chronic violator did not jeopardize public health shall constitute "good cause" under this paragraph.
- 1. (Authority 7 Del. C. § 7902(a)(7)) If the applicant or applicant/statement company has been designated a chronic violation under § 7904 of this Title, QR has been found guilty or pled no contest to any crime involving violation of environmental standards which resulted in serious physical injury or serious harm to the environment, a statement made under cath by the applicant or applicant/statement company's local chief operating officer with respect to the facilities covered by the permit, stating that: (a) disclosures made by the applicant/reporting company under federal and state environmental statutes and regulations during the preceding calendar year have been, to the chief operating officer's knowledge, complete and accurate, and (b) that the facility has implemented policies, programs, procedures, standards or systems reasonably designated, in light of the size, scope, and nature of facility operations to detect deter and promptly correct any noncompliance with state environmental statutes and regulations. The statement filed pursuant to this paragraph shall include an acknowledgement by the affiant that intentionally false statements submitted in compliance with this paragraph constitute criminal periory as defined at 11 Del. C. §§1221-1222.

STATE OF DELAWARE - DEPT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL ENVIRONMENTAL PERMIT BACKGROUND STATEMENT

A AMERICA POST IN A LINEAL ESTATEMENT OF THE PARTY OF THE	TOP TO STAND BEAUTY BEAUTY AND ALL OF
BIGNATURE—APPLICANT OR OFFICER OF APPLICANT / BTATEMENT CO	DATE: 11/8/2018
NAME: Charles Falle	tta
TIME: President	
NAME: ECO PLOSTIC	Products of Delaware
ADDRESS: 18 Germay	Drive
wilmington	DE
19804	
Теленона: 302-575-9	1207
FAX NUMBER: NOW	
RECHITERED ACENT NAME: OFFICE ST	vice Solutions, Inc
ADDRESS: 710 W. I MING	ton Rda, Ste A New Castle De 19720
TELEPHONE: 304-327-80	47
PAX NUMBER: 301-351-7	24
SWORN TO AND SUBSCRIBED BEFORE METHIS 11 TO DAY OF NONEMBER 2018	NOTARY PUBLIC STATE OF DELAWARE My Commission Eleginos OCTOBER 13, 2019 NOTARY FUELIC SIGNATURE (SEAL) PRINTED NAME OF NOTARY PUBLIC
	Delaware / New Costle
	MY COMMISSION EXPENSES CHI 04.13, 2019

July 10-24 Another, 8/2012

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A. Authority

Board of Directors for Eco Plastic Prouducts.com

Other Board Affiliations None	Cermet Materials, Inc. New Castle Community Partnership	New Castle Senior Center President Belvedere Fire Company	Environmental Program Director CR Schools	Cermet Materials Inc.	Medori Properties
Office Legal Counsel	President Treasurer	Board Member	Board member	Board member	Board Member
Goldberg	Falletta Knotts	McLarthy	Klawinski	. Juoi	Medori
Robert	Candice	lan	ppo-	ransy	, ony

Executive Director & Plant Manager

Corporate Officers Jim Kelley

Falletta Falletta Owners Charles Randi